

GODFREY & COURTNEY, P.C.

Attorneys At Law

(VIA FAX ONLY)

June 26, 2003

Mark McKnight, Esquire
Irwin, McKnight & Hughes
West Pomfret Professional Building
60 West Pomfret Street
Carlisle, PA 17013-3222

Re: Perkey v. Bemben

Dear Mark:

Please allow this letter to confirm our settlement of this matter for \$55,000.00. This settlement does not include ABF's workers compensation lien. Accordingly, I will draft the release and forward it to you for your clients' signature. In addition, we will also file a mutual motion with the Court seeking its approval of this settlement. If the above is not accurate or should you have any questions, please contact me.

Very truly yours,

GODFREY & COURTNEY, P.C.

COPY

E. Ralph Godfrey

ERG:ae

2215 Forest Hills Drive

Suite 36

P.O. Box 6280

Harrisburg, PA 17112-0280

telephone 717-540-3900

fax 717-540-3555

Exhibit A

TPO handed to mag.

ORIGINAL

**NOTICE OF APPEAL TO THE UNITED STATES
COURT OF APPEALS FOR THE THIRD CIRCUIT
FROM AN ORDER OF THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

File Number: CV-00-1639

Mag. Judge Smoyer

**JOHN D. PERKEY and
THERESA M. PERKEY,
Plaintiffs**

v.

**RELIABLE CARRIERS, INC.,
DANIEL JOSEPH BEMBEN and
KENT,**

Defendants

Notice of Appeal

**FILED
HARRISBURG, PA**

JUN 27 2003

*MAHY E. D'AMMONE, CL
Per [Signature]*

TO: John D. Perkey and Theresa M. Perkey, Plaintiffs; Reliable Carriers, Inc., Daniel Joseph Bemben, and Kent, Defendants; Marcus A. McKnight, III, Esquire, of *Irwin, McKnight and Hughes*; and, E. Ralph Godfrey, Esquire, of *Godfrey & Courtney, P.C.*, their respective attorneys.

Notice is hereby given that ABF Freight Systems, Inc., Intervenor, in the above named case, hereby appeal to the United States Court of Appeals for Third Circuit from the Magistrate Judge's Order denying ABF Freight Systems, Inc.

Exhibit "B"

(ABF) Motion for Reconsideration entered in this action on the 11th day of June 2003.

Michael A. Farrell
Michael A. Farrell, Esquire
Attala C.D. No. 41067
Counsel for ABF Freight
Systems, Inc., Intervenor

Farrell & Ricci, P.C.
4423 North Front Street
Harrisburg, PA 17110
(717) 236-9201

Date: June 27, 2003

Fri Jun 27 10:37:42 2003

UNITED STATES DISTRICT COURT

SCRA	PA
Receipt	1 13868
Cashier	J
Tender	CHE
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FORRELL	23 N. FRONT ST. HB
G. PA 17110	
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V-00-1639	

RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION OF the payment to the undersigned of the sum of Fifth Five Thousand and 00/100 (\$55,000.00) Dollars and other good and valuable consideration, the undersigned, John D. Perkey and Theresa M. Perkey, his wife, (hereinafter "Plaintiffs") do for themselves, their heirs, successors and assigns, hereby release, acquit and forever discharge Reliable Carriers, Inc. Daniel Joseph Bemben, Reliance Insurance Company, Associated Claim and Investigative Services, Inc., and The Michigan Property and Guaranty Association and their past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, parents, affiliated companies, partners, insurers, predecessors and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated with respect to any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damage, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract, statute or other theory of recovery, which Plaintiffs now have, or which may hereafter accrue or otherwise be acquired, on account of, or arising out of the specific loss to Plaintiffs described in the Complaint filed in the United States Middle District Court, Middle District of Pennsylvania and docketed at 1:CV-00-1639 and arising out of an accident, which occurred at or near milepost 37.7 on I-76 (Pennsylvania Turnpike).

This Release extinguishes all claims of Plaintiffs except for the limited subrogation claim of ABF for medical expenses and wage loss arising out of this claim, which subrogation claim has been dismissed in the Order dated May 30, 2003, an appeal has currently been filed by ABF Freight System to the United States Court of Appeals for the Third Circuit.

Plaintiffs hereby acknowledge and assume all risk, chance, or hazard that the said injuries or damages may be or become permanent, progressive, greater, or more extensive than is now known, anticipated, or expected.

No promise or inducement has been made to Plaintiffs and in executing this Release, Plaintiffs do not rely upon any statement or representation made by any person, firm, or corporation hereby released or any agent, physician, doctor, or any other person representing them or any of them concerning the nature, extent, or duration of said damages or losses or legal liability therefor.

Plaintiffs hereby warrant that they will hold harmless and indemnify Reliable Carriers, Inc. Daniel Joseph Bemben, Reliance Insurance Company, Associated Claim and Investigative Services, Inc., and The Michigan Property and Casualty Guaranty Association from any and all claims or liability arising out of the above described subject matter, including but not limited to actions for indemnity, subrogation and/or contribution except for the possible remaining subrogation claim of ABF Freight System as stated above. Plaintiffs shall indemnify and hold harmless Reliable Carriers, Inc. Daniel Joseph Bemben, Reliance Insurance Company, Associated Claim and Investigative Services, Inc., and The Michigan Property and Casualty Guaranty Association from any and all claims for subrogation, indemnity and/or contribution asserted by ABF Freight System, Inc. or any other party against the \$55,000.00 settlement paid to Plaintiffs. Defendants expressly reserve the right to use and present all defenses available to them in order to defend against any claims brought by ABF Freight System, Inc. or any other party as a result of any pending litigation.

In still further consideration of the above payment, Plaintiffs will settle, discontinue, and end with prejudice the civil action brought on our behalf and docketed as No. 1:CV-00-1639, in the United States District Court, Middle District of Pennsylvania, and any and all other actions which may have been brought on our behalf relating to the aforesaid incident.

Plaintiffs understand that this settlement is the compromise of a doubtful and disputed claim and that payment is not to be construed as an admission of liability on the part of any person, firm and/or corporation hereby released by whom liability is expressly denied. This Settlement Agreement contains the entire agreement between the parties hereto and the terms of this Settlement Agreement are contractual and not a mere recital.

Plaintiffs acknowledge that they have been represented or have had the opportunity to be represented by attorneys of their choosing in connection with this Settlement Agreement, that they have read and understand the terms of this Agreement and that they are voluntarily entering into this Agreement, having read it and discussed or having had the opportunity to discuss it with their respective attorneys. Plaintiffs declare and represent that they understand and agreed that they are relying wholly upon their own judgment, belief and knowledge of the nature and extent and the effect and duration of said injuries and liability therefore and that this Release is made without reliance upon any statement or representation of the party or parties hereby released or their representatives.

This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania. The invalidity of any provision of this Agreement or portion of a provision shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of
_____, 2003.

WITNESS

JOHN D. PERKEY

WITNESS

THERESA M. PERKEY

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF CUMBERLAND :

Before me, a notary public in and for said Commonwealth and County, appeared JOHN D. PERKEY and THERESA M. PERKEY, known to me (or satisfactorily proven) and acknowledged that they executed the foregoing Full, Final and General Release of all Claims for the purposes therein contained, having due authority therefor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this _____ day of
_____, 2003.

Notary Public